



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ANTHONY CALIFORNIA, INC.,

Plaintiff,

v.

FIRE POWER CO., LTD.; NEW  
BRIGHT JET LIGHTING  
(SHENZHEN) CO., LTD.; INTEREST  
PLUS INVESTMENTS LIMITED;  
CHIEN TSAI TSAI; and CHIEN HO  
TSAI,

Defendants.

Case No. 5:15-CV-00876-JGB-SP

REDACTED

**SPECIAL VERDICT FORM**

AND RELATED COUNTER-CLAIMS

**SPECIAL VERDICT FORM**

Ladies and gentlemen of the jury, it is now your duty to answer the questions presented in this Special Verdict Form.

I have already instructed you on the law that you are to use in answering these questions. You must follow my instructions and the form carefully. You must consider each question separately. Although you may discuss the evidence and the issues to be decided in any order, you must answer the questions on the verdict form in the order they appear. After you answer a question, the form tells you what to do next.

All of you must deliberate on and answer each question. All of you must agree on an answer before you can move on to the next question.

When you have finished filling out the form, your presiding juror must write the date and sign it at the bottom of the last page and then notify the marshal that you are ready to present your verdict in the courtroom.

**YOUR ANSWERS MUST BE UNANIMOUS.**

**COPYRIGHT INFRINGEMENT**

1. Do you find that the Plaintiff **Anthony California, Inc.** is the owner of a valid copyright in the Lamp Designs?

	Yes	No
A. VA 1-938-070 (Exhibit 22)	_____	_____X_____
B. VA 1-938-072 (Exhibit 23)	_____X_____	_____
C. VA 1-938-067 (Exhibit 24)	_____	_____X_____
D. VA 1-938-116 (Exhibit 25)	_____X_____	_____
E. VA 1-938-122 (Exhibit 26)	_____X_____	_____
F. VA 1-938-118 (Exhibit 27)	_____X_____	_____

If your answer to any part of question 1 is "yes," then answer questions 2-5. If you answered each part of question 1 as "no," proceed directly to page 9.

2. Do you find that **Fire Power Co., Ltd., New Bright Jet Lighting (Shenzhen) Co., Ltd.,** and/or **Interest Plus Investments Limited** copied and sold the Lamp Designs in an unauthorized manner?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

		<b>Yes</b>	<b>No</b>
A.	VA 1-938-070 (Exhibit 22)	_____	_____X_____
	If <b>yes</b> , was it	Willful	Non-willful      Innocent
		_____	_____
		<b>Yes</b>	<b>No</b>
B.	VA 1-938-072 (Exhibit 23)	_____X_____	_____
	If <b>yes</b> , was it	Willful	Non-willful      Innocent
		_____X_____	_____
		<b>Yes</b>	<b>No</b>
C.	VA 1-938-067 (Exhibit 24)	_____	_____X_____
	If <b>yes</b> , was it	Willful	Non-willful      Innocent
		_____	_____
		<b>Yes</b>	<b>No</b>
D.	VA 1-938-116 (Exhibit 25)	_____	_____NoX_____

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

	If <b>yes</b> , was it	Willful	Non-willful	Innocent
		_____	_____	_____
		<b>Yes</b>		<b>No</b>
E.	VA 1-938-122 (Exhibit 26)	<u>  X  </u>	_____	_____
	If <b>yes</b> , was it	Willful	Non-willful	Innocent
		<u>  X  </u>	_____	_____
		<b>Yes</b>		<b>No</b>
F.	VA 1-938-118 (Exhibit 27)	_____	<u>  X  </u>	_____
	If <b>yes</b> , was it	Willful	Non-willful	Innocent
		_____	_____	_____

Proceed to question 3.

3. If you answered "Willful," "Non-willful," or "Innocent" to any Lamp Design in question 2, what is the amount of statutory damages that Plaintiff **Anthony California, Inc.** is entitled to recover from **Fire Power Co., Ltd., New Bright Jet Lighting (Shenzhen) Co., Ltd.**, and/or **Interest Plus Investments Limited**? Note: The statutory range for damages are as follows:

-Willful infringement: \$750 - \$150,000 **per** Lamp Design

-Non-willful infringement: \$750-\$30,000 **per** Lamp Design

-Innocent infringement: \$200-\$30,000 **per** Lamp Design.

		Fire Power	New Bright	Interest Plus
		Amount:	Amount:	Amount:
1				
2				
3				
4	A. VA 1-938-070 (Exhibit 22)	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
5				
6	B. VA 1-938-072 (Exhibit 23)	\$ <u>7,576.18</u>	\$ <u>7,576.18</u>	\$ <u>7,576.18</u>
7				
8	C. VA 1-938-067 (Exhibit 24)	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
9				
10	D. VA 1-938-116 (Exhibit 25)	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
11				
12	E. VA 1-938-122 (Exhibit 26)	\$ <u>7,576.18</u>	\$ <u>7,576.18</u>	\$ <u>7,576.18</u>
13				
14	F. VA 1-938-118 (Exhibit 27)	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
15				
16		Total \$ <u>45,457.08</u>		

17 Proceed to question 4.

18  
19 4. Do you find that **Chien Tsai Tsai** and/or **Chien Ho Tsai** copied and sold the  
20 Lamp Designs in an unauthorized manner?

	Yes	No
21		
22		
23	A. VA 1-938-070 (Exhibit 22)	<u>X</u>
24		
25	If yes, was it	Willful Non-willful Innocent
26		
27		
28		

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

		<b>Yes</b>	<b>No</b>
B.	VA 1-938-072 (Exhibit 23)	<u>X</u>	<u>                    </u>
	If <b>yes</b> , was it	Willful	Non-willful      Innocent
		<u>X</u>	<u>                    </u> <u>                    </u>
		<b>Yes</b>	<b>No</b>
C.	VA 1-938-067 (Exhibit 24)	<u>                    </u>	<u>X</u>
	If <b>yes</b> , was it	Willful	Non-willful      Innocent
		<u>                    </u>	<u>                    </u> <u>                    </u>
		<b>Yes</b>	<b>No</b>
D.	VA 1-938-116 (Exhibit 25)	<u>                    </u>	<u>X</u>
	If <b>yes</b> , was it	Willful	Non-willful      Innocent
		<u>                    </u>	<u>                    </u> <u>                    </u>
		<b>Yes</b>	<b>No</b>
E.	VA 1-938-122 (Exhibit 26)	<u>X</u>	<u>                    </u>
	If <b>yes</b> , was it	Willful	Non-willful      Innocent
		<u>X</u>	<u>                    </u> <u>                    </u>



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

		Yes	No
F.	VA 1-938-118 (Exhibit 27)	_____	_____ <u>X</u>
	If yes, was it	Willful	Non-willful      Innocent
		_____	_____      _____

Proceed to question 5.

5. If you answered "Willful," "Non-willful," or "Innocent" to any Lamp Design in question 4, what is the amount of statutory damages that Plaintiff **Anthony California, Inc.** is entitled to recover from **Chien Tsai Tsai** and/or **Chien Ho Tsai**

Note: The statutory range for damages are as follows:

- Willful infringement: \$750 - \$150,000 **per** Lamp Design
- Non-willful infringement: \$750-\$30,000 **per** Lamp Design
- Innocent infringement: \$200-\$30,000 **per** Lamp Design.

		<b>Chien Tsai Tsai</b>	<b>Chien Ho Tsai</b>
		Amount:	Amount:
A.	VA 1-938-070 (Exhibit 22)	\$ <u><del>0</del></u>	\$ <u><del>0</del></u>
B.	VA 1-938-072 (Exhibit 23)	\$ <u>7576.18</u>	\$ <u>7576.18</u>
C.	VA 1-938-067 (Exhibit 24)	\$ <u><del>0</del></u>	\$ <u><del>0</del></u>
D.	VA 1-938-116 (Exhibit 25)	\$ <u><del>0</del></u>	\$ <u><del>0</del></u>



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

E. VA 1-938-122 \$ 7,576.18 \$ 7,576.18  
(Exhibit 26)

F. VA 1-938-118 \$ 0 \$ 0  
(Exhibit 27)

Total \$ 30,304.72

**MISAPPROPRIATION OF TRADE SECRET**

1  
2  
3 1. Was Anthony California, Inc. the owner of confidential customer,  
4 inventory, sales, pricing, and product data (collectively "Confidential Information")  
5 housed on Anthony California's secure website via unique login identification  
6 numbers?

7 X Yes \_\_\_\_\_ No

8  
9 If your answer to question 1 is "yes," then answer question 2. If you answered "no,"  
10 proceed directly to page 12.

11  
12 2. Was this Confidential Information secret at the time of the alleged  
13 misappropriation?

14 X Yes \_\_\_\_\_ No

15  
16 If your answer to question 2 is "yes," then answer question 3. If you answered "no,"  
17 proceed directly to page 12.

18  
19 3. Did this Confidential Information have actual or potential independent  
20 economic value because they were secret?

21 X Yes \_\_\_\_\_ No

22  
23 If your answer to question 3 is "yes," then answer question 4. If you answered "no,"  
24 proceed directly to page 12.

25  
26 4. Did Anthony California, Inc. make reasonable efforts under the  
27 circumstances to keep the Confidential Information secret?  
28

1                      X   Yes                           No

2 If your answer to question 4 is "yes," then answer question 5. If you answered "no,"  
3 proceed directly to page 12.

4  
5  
6            5. Did Defendants acquire, use or disclose the trade secrets by improper  
7 means?

8                      X   Yes                           No

9 If your answer to question 5 is "yes," then answer question 6. If you answered "no,"  
10 proceed directly to page 12.

11  
12  
13            6. Was Defendants' improper acquisition, use, or disclosure of the  
14 Confidential Information a substantial factor in causing **Anthony California, Inc.**  
15 harm?

16                           Yes                      X   No

17 If your answer to question 6 is "yes," then answer question 7. If you answered "no,"  
18 proceed directly to page 12.

19  
20  
21            7. Did Defendants act willfully and maliciously so as to justify an award of  
22 punitive damages?

23                           Yes                           No

24  
25 Proceed to question 8.

1 8. What are Anthony California, Inc.'s damages?

2 • Past economic loss

3 lost earnings \$ \_\_\_\_\_

4 lost profits \$ \_\_\_\_\_

5 other past economic loss \$ \_\_\_\_\_

6 Total Past Economic Damages: \$ \_\_\_\_\_

7 • Future economic loss

8 lost earnings \$ \_\_\_\_\_

9 lost profits \$ \_\_\_\_\_

10 other future economic loss \$ \_\_\_\_\_

11 Total Future Economic Damages: \$ \_\_\_\_\_

12 TOTAL \$ \_\_\_\_\_

**INTENTIONAL INTERFERENCE WITH PROSPECTIVE  
ECONOMIC ADVANTAGE**

1. Did **Anthony California, Inc.** and 1) American Furniture Warehouse, and/or 2) Raymour & Flanigan have an economic relationship that probably would have resulted in an economic benefit to **Anthony California, Inc.**?

  X   Yes                      No

If your answer to question 1 is "yes," then answer question 2. If you answered "no," proceed directly to page 15.

2. Did Defendants know of the relationship?

  X   Yes                      No

If your answer to question 2 is "yes," then answer question 3. If you answered "no," proceed directly to page 15.

3. Did Defendants 1) manufacture and sell infringing products and wrongfully deprive **Anthony California** of its sales, and/or 2) intentionally delay shipment of **Anthony California** products to disrupt these economic relationships?

  X   Yes                      No

If your answer to question 3 is "yes," then answer question 4. If you answered "no," proceed directly to page 15.



1 4. By engaging in this conduct, did Defendants intend to disrupt the  
2 relationships or know that disruption of the relationships was certain or substantially  
3 certain to occur?

4 X Yes                      No

5 If your answer to question 4 is "yes," then answer question 5. If you answered "no,"  
6 proceed directly to page 15.  
7

8  
9 5. Was the relationship disrupted?

10 X Yes                      No

11 If your answer to question 5 is "yes," then answer question 6. If you answered "no,"  
12 proceed directly to page 15.  
13

14  
15 6. Was Defendants' conduct a substantial factor in causing harm to  
16 Anthony California, Inc.?

17 X Yes                      No

18 If your answer to question 6 is "yes," then answer question 7. If you answered "no,"  
19 proceed directly to page 15.  
20

21  
22 7. What are Anthony California, Inc.'s damages?

23 • Past economic loss

24 lost earnings \$                     

25 lost profits \$ 191,070.68

26 other past economic loss \$                       
27  
28



1 Total Past Economic Damages: \$ 191,070.68

2 • Future economic loss

3 lost earnings \$ —

4 lost profits \$ 95,535.34

5 other future economic loss \$ —

6 Total Future Economic Damages: \$ 95,535.34

7 • Past noneconomic loss, including reputational harm: \$ 0

8 • Future noneconomic loss, including reputational harm: \$ 0

9 TOTAL \$ 286,606.02

10 ~~TWO HUNDRED EIGHTY-SIX THOUSAND, SIX HUNDRED AND SIX CENTS~~  
 11 ~~(AND SIX AND 02/100 DOLLARS)~~

12 TWO HUNDRED EIGHTY-SIX THOUSAND, SIX HUNDRED  
 13 AND SIX AND 02/100 DOLLARS.

**BREACH OF CONTRACT: BOOK ACCOUNT**

1  
2 1. Did you find that Anthony California, Inc. and Fire Power Co., Ltd., New  
3 Bright Jet Lighting (Shenzhen) Co., Ltd., and Interest Plus Investments Limited had  
4 financial transactions?

5 X Yes \_\_\_\_\_ No

6  
7 Proceed to question 2.

8  
9 2. Did you find that Fire Power Co., Ltd., New Bright Jet Lighting  
10 (Shenzhen) Co., Ltd., and Interest Plus Investments Limited kept an account of the  
11 debits and credits involved in the transactions?

12 X Yes \_\_\_\_\_ No

13  
14 If your answer to question 2 is "yes," then answer question 3. If you answered "no,"  
15 proceed directly to page 16.

16  
17 3. Did you find that Anthony California, Inc. owes Fire Power Co., Ltd.,  
18 New Bright Jet Lighting (Shenzhen) Co., Ltd., and/or Interest Plus Investments  
19 Limited money on the account?

20 X Yes \_\_\_\_\_ No

21  
22 If your answer to question 3 is "yes," then answer question 4. If you answered "no,"  
23 proceed directly to page 16.

24  
25 4. The amount of money owed by Anthony California, Inc. is:

26 \$ 75,761.80

27 Proceed to the next page.  
28

Foreperson:

Dated:

5-16-18